

Pike County Prosecutor's Office
ROBERT JUNK, Prosecuting Attorney
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Sheriff Charles S. Reader
Pike County Sheriff's Office
14050 U.S. 23 North
Waverly, Ohio 45690

May 3, 2019

Sheriff Reader:

I am writing in regard to information that was provided to the Pike County Prosecutor's Office in regard to Corporal Robyn Cottrill. This information directly affects Corporal Cottrill's credibility as a witness in criminal cases.

Prior to becoming employed at the Pike County Sheriff's Office, Corporal Cottrill was a Corrections Deputy at the Ross County Jail, and while serving in that capacity, in May of, 2015, Corporal Cottrill was departmentally charged with Dishonesty, Insubordination, Malfeasance, and Violation of Policies and Procedures. Corporal Cottrill was determined to have lied to the investigators during the Ross County Sheriff's Office's investigation. The investigating officer stated that "Cottrill was dishonest and was only honest in an attempt to save her position with our office".

Corporal Cottrill was found to have engaged in sexual activity (which took place in her car parked near the Ross County Jail while she was on break during her shift) with a former jail inmate who was also a convicted felon, and lying about it during the course of the investigation. Corporal Cottrill entered into a Last Chance Agreement with the Ross County Sheriff's Office as a resolution to these charges. She ultimately did not complete the agreement. Copies of the relevant documentation from the Ross County Sheriff's Office are attached.

Because the charge of dishonesty was upheld, the State of Ohio is bound by law to disclose this matter in discovery in each and every case in which Corporal Cottrill is a potential witness. I would expect her to be cross-examined on it, and the results would be devastating. Our office should not be placed in a position where we have to explain why a Deputy Sheriff with a documented inability to tell the truth was allowed to investigate criminal cases and testify to them in court. This is especially important because Corporal Cottrill has been assigned as a felony investigator with the Pike County Sheriff's Office.

Corporal Cottrill must now be placed on a "Brady List", which is a list of officers who should not be called to the stand due to documented evidence of untruthfulness. Attached is an article from Police One that does a good job of explaining the Brady Lists and the problem that untruthful officers cause for a case.

As of this date forward, the Pike County Prosecutor's Office cannot, in good conscience, call Corporal Cottrill as a witness in a criminal case.

Also, this office is requesting a list of all Pike County Deputy Sheriffs who have been disciplined for any offense remotely reflective of untruthfulness, whether at the Pike County Sheriff's Office or any prior law enforcement agency, or who have been documented to have been untruthful, regardless of whether any discipline was imposed.

In your personal situation, being under investigation by the Ohio Auditor of State's Special Investigations Unit, this office is requesting that you refrain from taking part in any criminal investigation in which you may be a potential witness unless and/or until you have been cleared of any wrongdoing. Distancing yourself from cases is necessary in order to avoid the possibility that you would be in the same situation as Corporal Cottrill should you be called to testify. Credibility of law enforcement officers who are called to testify should never be an issue before a judge or a jury.

I trust that you and your office understand the ramifications of this situation and will take whatever steps are necessary to rectify it.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Junk", with a stylized flourish at the end.

ROB JUNK
Prosecuting Attorney



Office of Ross County Sheriff

GEORGE W. LAVENDER, JR., SHERIFF
ROSS COUNTY-CHILLCOTHE
LAW ENFORCEMENT CENTER
28 NORTH PAINT STREET
CHILLCOTHE, OHIO 45601

Emergency.....911
Service Calls.....773-1185
Civil Division & Records..773-1186
Sheriff773-1188
Jail & Jail Records773-1187
Detective Bureau773-1188
Fax(740) 773-1248

Dep. Robyn Cottrill this notice is provided to you that a pre-disciplinary conference will be held at 0800 hours on Friday May 22, 2015 to provide you with the opportunity to respond to the following allegations.

Alleged Offense:

While investigating a complaint in reference to your relationship with an inmate's brother and that he was being afforded special treatment; you were dishonest with investigators during your initial interview. You also admitted releasing information to a member of the general public after being ordered not to do so; therefore making you insubordinate. You admitted to sexual conduct while on duty in a parked car in the Elks parking lot (Malfeasance). You violated several Policies and Procedure including the Confidentiality Agreement you signed.

Summary of Charges:

Count 1: Dishonesty – Failed to tell the truth during first interview.

Count 2: Insubordination – You did release information to a member of the general public about an on-going investigation after being ordered not to do so.

Count 3: Malfeasance – You did admit having sexual contact in your vehicle while on duty.

Count 4: Violation of Policy and Procedure

You have the right to (1) appear at the conference to present an oral or written statement in your defense; (2) appear at the conference and have your chosen representative present and oral or written statement in your defense or; (3) elect in writing to waive your opportunity to have a pre-disciplinary conference. Failure to respond or respond truthfully may result in further disciplinary actions.

At the conference you may present testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. You may be represented by an Union or Collective Bargaining steward or representative if covered by the bargaining agreement, or; if not covered, by any person you chose. If applicable, you shall provide a list of witnesses to the person conducting the conference named below no later than one (1) hour prior to the pre-disciplinary conference. It is your responsibility to notify witnesses that their attendance is desired. No conference will be delayed more than twenty-four (24) hours to enable your representative to attend.


Ross County Sheriff

(A copy must be given to the employee charged no less than 48 hours prior to an anticipated suspension or discharge.)

Ross County Sheriff's Office investigative report

Corrections Division

Dep. R. Cottrill / Pre disciplinary hearing / May 22, 2015

On April 20, 2015 at approximately 1915, Sgt. A. Tomlison received a phone call from a female subject inquiring about special treatment afforded to inmate "Justin Johnson". The caller stated that due to inmate Johnson's brother's relationship with Dep. R. Cottrill, that she was worried about preferential treatment.

Sgt. A. Tomlison followed by informing Lt. Preston and me about the callers allegations towards Dep. Cottrill. I arrived to the Law Enforcement Complex a short time later, and returned the phone call to the complainant. The subject was identified as September Hertenstein, who was currently involved in a relationship with inmate Justin Johnson. September informed me that she was worried about the preferential treatment being given to Justin, and that his brother was in a relationship with "Robyn" from the jail. I asked September some specifics of the alleged relationship. She followed by informing me that "Justin" had a picture in his "cell phone" of Dep. Cottrill in "bra and underwear", that was forwarded to him by "Tyler Johnson". September informed that "Tyler" had been at Dep. Cottrill's house on occasions when he had contacted her and Justin via telephone. September also informed me that "Tyler" had met with Dep. Cottrill several times at her house.

I interviewed Dep. Cottrill for the first time on April 22, 2015, following interviews with both Justin and Tyler Johnson. During the first interview with Dep. Cottrill, she denied all involvement with Tyler, other than some Facebook messaging. Dep. Cottrill denied any relationship or any inappropriate contact or conduct with Tyler Johnson. During a second interview with Dep. Cottrill she admitted to all the questions from the first interview, showing that she was dishonest in the first interview. Dep. Cottrill was ordered by me at the end of the first interview that she was not allowed to discuss the interview with anyone. During the second interview, Dep. Cottrill admitted to telling Tyler about the first interview and information learned in the first interview. Dep. Cottrill was at this time insubordinate. Dep. Cottrill admitted in the second interview with me, that she had met Tyler outside the jail in the parking lot, while on break from the jail, and engaged in sexual activities in a car. This shows malfeasance. (see note 1 for definition)

Through the investigation dep. Cottrill was dishonest and was only honest in an attempt to save her position with our office, Dep. Cottrill did submit to a polygraph and showed the ability to tell the truth, however, it was also learned that dep. Cottrill was aware Tyler was a felon, and continued in an inappropriate relationship.

Dep. Cottrill has violated several policies to include, however, not limited to the following.

General Order- Subject Oath of Office- see note 2

General Order- Code of Ethics- see note 3

General Order- Regulations- (H)- Conduct unbecoming an officer (1 and 3)- see note 4

General Order- Regulations- (Y)- Compliance to Orders (1 and 2)- see note 5

Due to the totality of the investigation, and with consideration of all factors and policies violated, I recommend termination with the option to resign under -

Under General Order- Subject Regulations- Sec (I)- Officers Removal- see note 6

Sgt. D. Hayburn unit 29

Ross County Sheriff's Office Polygraph Examination Report

Person Examined: Robyn Cottrill

Date: 05-04-15

Investigator: Sgt. Dustin Hayburn

Agency: Ross County Sheriff Dept.

ISSUE/PRETEXT INTERVIEW: IA: Information was received implicating that a Ross Co. Sheriff's Office Corrections Officer has been having a sexual relationship with a former inmate, who brother is a current inmate. The caller had concerns that a Justin Johnson would be given special treatment, due to his brother Tyler Johnson sleeping with C/O Robyn Cottrill. Additional information was provided stating that C/O Cottrill had proved Tyler Johnson with a photograph that was texted to him showing C/O Cottrill only in her under garments. It is also believed that Tyler Johnson had sent his brother Justin a text stating that he had engaged in sexual activities with C/O Cottrill while she was on a break from work. This sexual activity was to have occurred in the parking lot of the Sheriff's Office or next to it. During the course of this investigation text messages and photo showing C/O Cottrill as described previously were secured. C/O Cottrill was interviewed on two separate occasions. During the first interview C/O Cottrill denied that she had ever engaged in any sexual activity with Tyler Johnson. She also denied that photo as being her. During her second interview she did admit that she had been involved in a very short relationship with Tyler Johnson and that she had engaged in sexual activity with him, but only at her residence on just one occasion. She also admitted that she knew that Tyler Johnson was a convicted felon and former Ross County Inmate.

REPORT: The examination was conducted using the Arther testing format along with the Arther VI series polygraph. The following relevant questions were asked during the examination:

<i>Answer</i>	<i>Question</i>
No	While on duty, did you engage in any sexual conduct with Tyler Johnson?
Yes	While on a break from work, did you engage in any sexual activity with Tyler Johnson in a vehicle?
Yes	Prior to engaging in a relationship with Tyler Johnson, did you already know he was a convicted felon?
No	While working in the Ross Co. Jail, have you ever engaged in any sexual activities with an inmate?

RESULTS: The results of C/O Robyn Cottrill's polygraph examination revealed that C/O Cottrill was being truthful in answering the above questions.

During C/O Cottrill's pre-exam interview she admitted that she had not been truthful during her first statement to Sgt. Hayburn. She explained that she was just afraid. She then stated that her second statement to Sgt. Hayburn was truthful.

C/O Cottrill admitted that after her first interview with Sgt. Hayburn, she was ordered not to discuss this matter with anyone. C/O Cottrill states that she did not obey this order and did contact Tyler Johnson and told him and she was possibly in trouble for sleep around with him and for him sending her photo and running his mouth to his brother Justin. C/O Cottrill further states that it was at this time that she told Mr. Johnson that they were done and she could not have any further contact with him.

It was at this point that C/O Cottrill was asked how she meet Tyler Johnson. C/O Cottrill admitted that she meet Tyler Johnson while he was an inmate of Ross County. She denies that any inappropriate sexual activity occurred while he was an inmate.

She admits that after his released they began to talk and that she friended him on Facebook and shortly after this she began somewhat seeing each other. She admits that she knew that he was a convicted felon prior to engaging in a sexual relationship.

C/O Cottrill further admits that she and Tyler Johnson did have sex on just one occasion, that being at her residence. She explained that this occurred after midnight and that she sneaked him into her residence. When asked to explain why she had to sneak him into her own house. She stated that her minor daughter was home in bed.

When asked if any sexual activity occurred while she was on break from work. At first C/O Cottrill stated no, but she later stated that while taking one of her very rare breaks she contacted Tyler Johnson and informed him that she was taking a break. Mr. Johnson then meet with C/O Cottrill behind that Sheriff's Office. C/O Cottrill states that she did enter Mr. Johnson's vehicle while he was parked on the Elk's Lot. C/O Cottrill admits that she didn't want anyone from the Sheriff's Office seeing her in the car with a former inmate so she instructed Mr. Johnson to pull behind that Elk's lot and park. It was at this time that they began to talk and kiss.

At first this is all that C/O Cottrill stated happened. When she was informed that if anything else happened and she had not disclosed that she would in all likelihood fail her polygraph exam. C/O Cottrill then stated that she now remembered that Mr. Johnson to touched her vagina on top of her clothing while they were kissing, but this only lasted for maybe 2 or 3 seconds. When asked if she had touched his penis in any manner. That being on top of his clothing or where skin to skin contact occurred. C/O Cottrill stated that she never did that.

After the polygraph sensitivity test and after reviewing each of her test questions. C/O Cottrill at first answered no to all of the above questions. After reconfirming each of her responses to all questions. C/O Cottrill was informed that if she had not fully disclosed all her activities with Tyler Johnson that were concerning the specific questions that she had just reviewed, she would in all likelihood fail her exam.

C/O Cottrill at this point did state that she had sex with Tyler Johnson on two separate occasions, however she states that both occurred during the one and only time she sleep with him. C/O Cottrill at this point stated that she just now remember that Mr. Johnson did pull out his penis while they were kissing in the parking lot behind the Elk's, but she denies that she ever touched his penis. He only touched and rubbed her vagina for a few seconds on top of her clothing. All questions were reviewed for a third time, at which C/O Cottrill answered no to all questions except having prior knowledge that Mr. Johnson was a convicted felon.

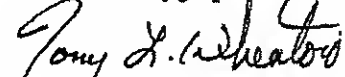
During C/O Cottrills first test. When asked if she had engaged in any sexual activity with Mr. Johnson while in his car. She changed her answer to yes. After this test C/O Cottrill was asked why she changed her answer. She at this point stated that no sex occurred just some petting and kissing.

At the conclusion of her polygraph exam a review of her charts was performed as well as reviewing the polygraphs scoring system. Based on C/O Cottrill's recording is appears that C/O Cottrill did not engage in any sexual activity inside the Ross County Jail. It did reveal that C/O Cottrill did engage in a sexual relationship with a known convicted felon, as well as engaging in sexual activity with Tyler Johnson while on a work break near the Ross County Jail.

C/O Cottrill also stated that she has received some recent text from Tyler Johnson that she has not responded to.

C/O Cottrill's complete polygraph examination was audio recorded. A copy of this recording will be proved to Sgt. Hayburn for his files.

Certified Polygraphist


Det. Tony L. Wheaton

Place 28 N. PAINT STREET

Date 5-4-15

I, Robin Cottrell, voluntarily without threats, duress, coercion, promises of immunity or reward agree and stipulate to be interviewed and/or take a polygraph (truth-verification) examination for the mutual benefit of myself, the Ross County Sheriff's Dept., and Sgt. Hayburn

I fully realize that: I am not required to be interviewed and/or take this polygraph examination; I may remain silent the entire time I am here; anything I may say can be used against me in any court of law; I may first consult with an attorney or anyone I wish before either signing this form or being interviewed and/or taking the examination; I may have an attorney present; if I cannot afford an attorney and desire one an attorney will be appointed for me prior to any questioning; and I have the opportunity to exercise all these rights at any time I wish during the entire time I am here. Nevertheless, I consent to the use of electronic hearing and recording devices, and I voluntarily request and authorize the Ross County Sheriff's Department, to now proceed with the actual interview/polygraph examination.

I do hereby authorize the Ross County Sheriff's Department, its directors, officers, employees, and/or agents to disclose both orally and in writing the interview/polygraph examination results and opinions to directors, officers, employees and/or agents of Sgt. Hayburn

I am fully aware that the opinion may be that I have not been truthful. Nevertheless, in consideration of and as an inducement for the Ross County Sheriff's Department, to give me this interview/polygraph examination, I for myself and my successors, assigns, heirs, executors, and administrators knowingly hereby totally release, absolve, remise, covenant, promise, agree to save harmless, waive, forever discharge, and hold free from all harm, liability, or damage whatsoever the Ross County Sheriff's Department, the above named, and all their respective directors, officers, employees, and agents individually, collectively, and personally from any and all suits, actions, or causes of actions at law, claims, demands, damages, or liabilities whatsoever; either in law or in equity including but not limited to false arrest, false imprisonment, libel, slander, emotional distress, or invasion of all my rights which I, my successors, assigns, heirs, executors, or administrators have now or may ever have resulting directly, indirectly, or remotely from being interviewed/examined, possible liabilities or damages flowing from the operation of all electronic hearing and recording devices, the rendered oral and written opinions and statement, and for all future actions taken by and/or all of the above based upon my taking this interview/polygraph examination.

I understand that the results of polygraph examinations may differ from one polygraphist to another, that polygraphists do utilize different techniques in conducting polygraph examinations; and that the results of this examination may not be consistent with the results of any polygraph examination I may have taken in the past or may take in the future on the same issues.

As a further consideration and inducement to have the Ross County Sheriff's Department, conduct the interview/polygraph examination, I claim that I am in good mental and physical condition and that I know of no mental or physical ailment which might be impaired by the forthcoming interview/polygraph examination.

Important Notice: This agreement, stipulation, and release from is a legally binding contract. If not completely understood, do not sign but seek competent advice, such as that rendered by an attorney (lawyer).

Tony L. Wicker
(WITNESS)

Robin Cottrell
(SEAL, Signature of person to be examined)

6:41 PM
TIME

This interview/polygraph examination was concluded at 9:06 PM on the above date. I completely re-affirm in its entirety my above agreement. In addition, I knowingly and intelligently continued to waive all my rights, including those listed in the second paragraph above, and I willingly made all the statement that I did make.

I also certify that during the entire time I was here I have been well-treated, submitted myself freely to the interview/polygraph examination knowing that I could stop any time I so desired by merely saying I wished to stop or that I wished to consult an attorney or any other person. I remained here of my own free will knowing that I could leave this room at any time I so desired, and that there were no threats, promises, or any harm whatsoever done to me during the entire period I have been here, either in connection with the interview/polygraph examination or my again signing this agreement, stipulation, and release from.

Tony L. Wicker
(WITNESS)

Robin Cottrell
(SEAL, Signature of person to be examined)

LAST CHANCE AGREEMENT

WHEREAS, on May 22, 2015, a pre-discipline meeting was held between The Ross County Sheriff's Office and Dep. Robyn Cottrill;

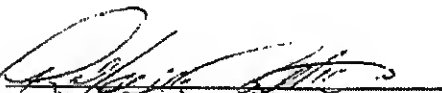
WHEREAS, with the exception of the present proposed disciplinary action, Dep. Robyn Cottrill's job performance since becoming Deputy Sheriff / Corrections has been acceptable;

WHEREAS, Sheriff George W. Lavender Jr. believes that it would be in the best interests of The Ross County Sheriff's Office to resolve the present disciplinary dispute and attempt to preserve the substantial investment it has made in Dep. Robyn Cottrill's training and employment;

NOW, THEREFORE, the parties agree as follows:

1. By signing this Agreement, Dep. Robyn Cottrill understands and acknowledges that she is giving up his right to appeal, grieve, arbitrate, litigate or otherwise contest in any forum the Termination to be imposed by The Ross County Sheriff's Office for the reasons stated in the Notice of Disciplinary Action attached to this Agreement. **This Last Chance Agreement and Boundaries training is being imposed in lieu of the termination of Dep. Robyn Cottrill set forth in this paragraph and below in paragraphs 2, 4 and 7.**
2. By signing this Agreement Dep. Robyn Cottrill understands and acknowledges that, for a period of 24 months after the execution of this Agreement, she may be terminated, without pre-disciplinary notice or the right to any type of post-termination appeal, grievance, arbitration or litigation in any forum as to the appropriateness of the penalty, for any act of failure to respond, or failure to report, or conduct which demonstrates disregard for the responsibilities inherent to the duties of being a Deputy Sheriff / Corrections which the Ross County Sheriff's Office determines that she has committed and which came to the attention of the Ross County Sheriff's Office during that 24 months. **Dep. Robyn Cottrill's termination under this Agreement shall be arbitrable, hut the arbitrator shall only have the authority to determine if the offense was committed. The arbitrator shall have no authority to modify the Dep. Robyn Cottrill's dismissal, unless it is determined that no offense was committed by Dep. Robyn Cottrill. In the event that it is determined that no offense was committed, Robyn Cottrill shall have no further post-termination appeal or litigation in any forum.** Dep. Robyn Cottrill understands and acknowledges that very high standards applicable to all law enforcement employees relative to honesty, veracity and reporting as well as the potential job-related nature of an employee's off-duty conduct.

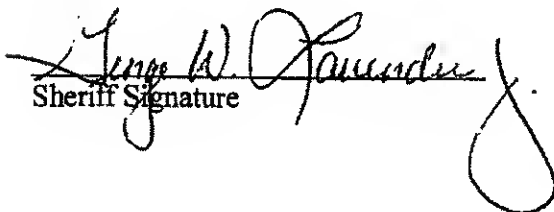
3. Except as provided otherwise in this Agreement, upon Dep. Robyn Cottrill's return to work he shall retain her rights under the Civil Service Rules of The Ross County Sheriff's Office] and any Memorandum of Understanding applicable. Nothing in this Agreement shall be deemed to be a waiver of those rights.
4. As further consideration and inducement for this Agreement, Dep. Robyn Cottrill understands and expressly agrees that this Agreement extends to all claims of any nature related to her employment with The Ross County Sheriff's Office and arising from the present disciplinary action, known or unknown, suspected or unsuspected, past or present, and all rights under Federal and Ohio law.
5. Dep. Robyn Cottrill acknowledges that prior to signing this Agreement, she was provided with the opportunity to consult with legal counsel of her choice and that he is voluntarily entering into this Agreement and not relying on any representation made by The Ross County Sheriff's Office except as expressly provided herein.
6. The parties acknowledge that this Agreement constitutes a single integrated agreement expressing the entire agreement between the parties. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter of this Agreement.
7. Dep. Robyn Cottrill expressly agrees and waives any right to challenge the validity of this Agreement. In the event that litigation is necessary regarding the interpretation of this Agreement, each side shall bear their own costs of suit and attorneys' fees regardless of who is the prevailing party. This Agreement is entered into in the State of Ohio and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of Ohio.
8. The parties agree to maintain the confidentiality of this Agreement to the extent permitted by law.


Employee Signature

5/22/15
Date


Union Representative

5-26-15
Date


Sheriff Signature

5/22/2015
Date